

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

CONTRACT



Vendor ID 0000011558
Wohrle's
PO Box 224
Pittsfield MA 01202
USA

Phone #: 413/442-1518

Contract ID 0000000000000000000025864		Page 1 of 5
Contract Dates 12/02/2013 to 12/01/2017		Origin CPS
Description: CPS - MEAT AND MEAT PRODUCTS		Contract Maximum \$99,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MEAT AND MEAT PRODUCTS FRESH AND FROZEN MEAT ITEMS AS DESCRIBED ON PRICE LIST. TO BE SUPPLIED TO FACILITIES ON A WEEKLY BASIS.	EA	0.01000	0.00	0.00

IF YOU ARE VIEWING THIS CONTRACT IN VISION CLICK "VIEW" BUTTON BELOW TO SEE ASSOCIATED DOCUMENTS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR MEAT AND MEAT PRODUCTS ISSUED NOVEMBER 20, 2013 AND VENDOR'S RESPONSE DATED DECEMBER 3, 2013.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE MEAT AND MEAT PRODUCTS ON A WEEKLY BASIS TO FACILITIES THROUGHOUT THE STATE OF VERMONT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY-FOUR MONTHS (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

DELIVERIES MAY BE MADE WEEKLY OR BIWEEKLY. ALL DELIVERIES ARE TO BE MADE IN AT LEAST A TWO (2) COMPARTMENT TRUCKS SECTIONED INTO FROZEN AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARD FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. PRODUCTS ARE TO BE FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED.

THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSE AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVES OF THE STATE AND IT SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORAGE AND DELIVERY PRODUCTS (DRY, CHILLED AND FROZEN), MEAT OR EXCEED ANY USDA OR FDA REQUIREMENTS.

THE STATE MAY UPON REQUEST, REQUIRE THE CONTRACTOR TO PROVIDE ACCURATE, RELIABLE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS AND CREDITS AND UTILIZATION.

PRIOR TO THE EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVE THE STATE THE NAMES AND CONTACT INFORMATION FOR A PRIMARY AND SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS OR ALL CENTERS, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BE AVAILABLE ON A DAILY BASIS FOR THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR MAY BE EXPECTED TO PARTICIPATE IN A FOOD SERVICE SUPERVISOR'S MEETINGS WHEN REQUESTED.

CONTRACTOR SHALL DELIVERY TO ANY OR ALL PARTIES INDICATED ON THE ATTACHED LIST OF "FACILITIES AND INTERESTED PARTIES."

PRICES ON THE BID MUST BE FIRM UNTIL DECEMBER 13, 2013 AND THEREAFTER PRICE LIST WILL BE SUBMITTED EVERY FRIDAY FOR THE FOLLOWING WEEK ORDERS. MEAT PRICE LIST IS SUPPLIED BY THE CONTRACTOR TO PARTIES INDICATED ON ATTACHED LIST OF "FACILITIES AND INTERESTED PARTIES". THE LIST CONTAINS THE MEAT AND MEAT PRODUCTS CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREED UPON BY ALL PARTIES, FOR THE USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THE "MEAT PRICE LISTS" SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE APPROVAL FROM THE OFFICE OF PURCHASING AND CONTRACTING. NOTIFICATION OF ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING AND CONTRACTING. LIST MUST SHOW EFFECTIVE DATE OF PRICING. PRICING HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACES THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICES AT POINT OF ORIGINALLY ORDERED. ONCE CONTRACT HAS E-MAILED OR FAXED THE NEW "MEAT PRICE LISTS" TO ALL PARTIES, PRICING WILL REMAIN FIRM AND NO PRICE CHANGES ARE ALLOWED. CONTRACTOR SHALL SUBMIT ONE COPY OF THE "MEAT PRICE LIST" TO OFFICE OF PURCHASING AND CONTRACT BY E-MAIL OR FAX. AS MANY ITEMS ON THE MEAT PRICE LISTS AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED DIRECTLY BY CONTRACT TO EACH FACILITY WITH A COPY TO THE OFFICE OF PURCHASING AND CONTRACTING EFFECTIVE DATE OF PRICE LIST WILL BE MONDAY THROUGH SUNDAY. CONTRACTOR SHALL SUBMIT PRICE LIST BY THE FRIDAY BEFORE THE EFFECTIVE DATE COMMENCES (THE FOLLOWING MONDAY) TO ALLOW TIME FOR RECEIPT OF THE LISTS BY AGENCIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP SUFFICIENT COPIES TO THE "BLANK" BID SHEET, AS

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THIS SHALL BE THE LIST WHICH WILL BE ACCEPTED FOR PRICING AT THE TIME DURING THE CONTRACT PERIOD UNLESS OTHERWISE APPROVED BY THE OFFICE OF PURCHASING AND CONTRACTING.

CONTRACTOR SHALL MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACT SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACTOR AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE.)

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATION AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY ETC. SUBSTITUTIONS SHALL BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE STATE IN A TIMELY MANNER. IF CONTRACTOR CANNOT SUPPLY AN ACCEPTABLE SUBSTITUTION, THE FOOD SERVICE MUST CONTACT THE OFFICE OF PURCHASING AND CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A "PARTIAL FILL" WILL BE ACCEPTABLE. REPEATED OUT OF STOCK, SUBSTITUTIONS AND PARTIAL FILLS MADE BY THE CONTRACTOR MUST BE REPORTED BY THE FOOD SERVICE SUPERVISOR BY E-MAIL OR FAX TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTORS ARE TO INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY, LABEL BRAND. IF CONTRACTOR MUST CHANGE LABEL BRAND, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING AND CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT THE ANY TIME THROUGHOUT THE CONTRACT PERIOD.

THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCTS OF QUESTIONABLE NATURE TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE OR STATE HEALTH DEPARTMENT

FILL RATE IS TO BE 98% MINIMUM OR EACH ITEM REQUESTED. CONTRACTORS ARE TO INDICATE FOOD PRODUCED AND PACKED IN VERMONT.

THE STATE WILL WORK WITH THE CONTRACTOR TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULLY RECONCILED INVOICES. THE CONTRACT WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO A PASS DUE INVOICE(S). CONTRACT IS TO INCLUDE THEIR PROPOSED POLICY FOR OVERDUE INVOICES. AS NOTED IN THE INVOICE PARAGRAPH DISPUTES AND UN-RECONCILED INVOICES ARE NOT TO BE CONSIDERED PAST DUE.

ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, AND UNACCEPTABLE SUBSTITUTION. ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE CONTRACTOR. CONTRACTORS SHALL WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OR ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMMINGLED. ON THE SAME INVOICE. INVOICES TO BE RENDERED BY CONTRACTOR TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. VENDOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS MUST BE REFLECTED ON THE INVOICE AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGHER PRICE FOR ITEMS OR SUBSTITUTES A HIGHER PRICE, THE CONTRACTOR'S INVOICE WILL BE CUTBACK TO THE PRICE AT THE TIME OF THE ORDER HOWEVER, IF THE PRICING IS LOWER THEN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THAN A QUARTER OF ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE VENDOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICES WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND THE STATE SHALL NOT BE HELD RESPONSIBLE.

THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDITS THROUGHOUT THE CONTRACT PERIOD.

THE STATE UPON REQUEST HAS THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE OR REMOVE A FACILITY WITH A 60 DAY WRITTEN NOTICE.

CONTRACTOR SHALL BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS AND FOOD

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SERVICE CONCEPT ON WHICH THEY ARE BASED.						

CONTRACTOR MAY BE DELAYED FROM DELIVERING DUE TO UNFORESEEN CIRCUMSTANCES I.E. LOCKING DOWN A FACILITY DUE TO AN EMERGENCY, FORMAL HEAD COUNTS, SHIFT CHANGES.

CONTRACTOR'S CONTACT INFORMATION:
JON PICKWELL
PHONE #413-442-1518
FAX #413-442-6024
E-MAIL JON@WOHRLESFOODS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CHANGE #1 - 10/30/15 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THE AGREEMENT FOR ONE YEAR TERM TO DECEMBER 1, 2016 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT CHANGE IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 10/09/16 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THE AGREEMENT FOR ONE YEAR TERM TO DECEMBER 1, 2017 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT CHANGE IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):
CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____